

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. 0012		3. EFFECTIVE DATE 17 June 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY COMMAND, SPACE AND NAVAL SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127 ATTN: MELISSA HAWKINS (858) 537-0346; EMAIL: <a href="mailto:melissa.hawkins@navy.mil">melissa.hawkins@navy.mil</a>		CODE N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
			X	N00039-04-R-0001
				9B. DATED (SEE ITEM 11) 26 November 2003
				10A. MODIFICATION OF CONTRACT/ORDER NO.
CODE			10B. DATED (SEE ITEM 11)	
FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to add Spain as a European subcontractor integrator to the RFP. Please see the attached pages for a complete description of this amendment.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MELISSA L. HAWKINS Space and Naval Warfare Systems Command	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

The purpose of this amendment is to make the following changes to the Request for Proposal:

**1. SECTION B:** Note (g) of the “General Notes” is hereby changed in its entirety as follows:

(g)

CLIN 3000:

The prime contractor that subcontracts with Thales shall provide “Main Terminal Configuration” first article quantities as follows:

Prime Contractor: X first articles \*

Thales: Y first articles \*

The prime contractor that subcontracts with Marconi shall provide “Main Terminal Configuration” first article quantities as follows:

Prime Contractor: X first articles \*

Marconi: 10 first articles

The prime contractor that subcontracts with Indra shall provide “Main Terminal Configuration” first article quantities as follows:

Prime Contractor: X first articles \*

Indra: 4 first articles

CLIN 3013:

The prime contractor that subcontracts with Thales shall provide “EMF Terminal Configuration” first article quantities as follows:

Prime Contractor: Z first articles \*

Thales: 1 first articles

The prime contractor that subcontracts with Marconi shall provide “EMF Terminal Configuration” first article quantities as follows:

Prime Contractor: Z first articles \*

Marconi: 3 first articles

The prime contractor that subcontracts with Indra shall provide “EMF Terminal Configuration” first article quantities as follows:

Prime Contractor: Z first articles \*

Indra: 2 first articles

\* The quantities for “X,” “Y,” and “Z” will be completed upon award. See Section L-23 for instructions on quantities that should be proposed for Thales, Marconi and for each prime contractor.

**2. SECTION B:** Clause B-5 is updated to add Event F for Spain as follows:

<u>Event</u>	<u>Date</u>	<u>Fee Amount</u>
F	24 MADO	\$ To Be Determined

**3. SECTION E:** Clause E-3.3 is added to the RFP as follows:

**(NEW CLAUSE)**

**E-3.3 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLINS 3000 AND 3013 FOR INDRA-DELIVERED TERMINALS)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

**(c) GOVERNMENT REPRESENTATIVE:**

DCMA Twin Cities Administrative Contracting Officer  
1231 Parkplace North East  
Cedar Rapids, Iowa 52402-2023  
(319) 378-2026

**(d) PLACE OF INSPECTION/ACCEPTANCE:**

Indra Sistemas SPAIN  
Point of Contact: \*

\* To be completed upon award

**4. SECTION F:** The note “\*” in Clause F-4 is changed in its entirety as follows:

\* The detailed delivery schedule and intended destination is as follows:

US Terminals (per Prime Contractor)

<u>Qty</u>	<u>MADO</u>	<u>Note</u>
2	26 MADO	
2	27 MADO	
3	28 MADO	
3	29 MADO	See Clause L-23-1.2. These three terminals for the US may or may not be included in the modification that incorporates CLIN 3000.

Thales-Delivered European Terminals (12)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 France	
2	27 MADO	2 France	
3	28 MADO	3 France	See Clause L-23-1.2. These three terminals for France may or may not be

			included in the modification that incorporates CLIN 3000.
4	29 MADO	4 France	See Clause L-23-1.2. These four terminals for France may or may not be included in the modification that incorporates CLIN 3000.
1	30 MADO	1 France	See Clause L-23-1.2. This terminal for France may or may not be included in the modification that incorporates CLIN 3000.

Marconi-Delivered European Terminals (10)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 Italy	
2	27 MADO	2 Germany	
3	28 MADO	2 Italy / 1 Germany	
3	29 MADO	3 Italy	

Indra-Delivered European Terminals (4)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 Spain	
2	27 MADO	2 Spain	

**5. SECTION G:** Clause G-10 is changed in its entirety as follows:

**(NEW CLAUSE)**

**G-10 INVOICING INSTRUCTIONS FOR SCHEDULE INCENTIVE FEE (Applicable to CLIN 3000)**

As applicable, invoices for the schedule incentive fees defined in Clause B-5 will be submitted by Sub-CLIN in the following amounts for Events A, B, C, and D:

<u>Event</u>	<u>CLIN</u>	<u>Amount</u>
A	3000AA	*
A	3000AB	*
A	3000AC	*
A	3000AD	*
A	3000AE	*
B	3000AA	*
B	3000AB	*
B	3000AC	*
B	3000AD	*
B	3000AE	*
C	3000AA	\$1,500,000
D	3000AB	*
E	3000AC	*
F	3000AD	*

\* To Be Determined at time of contract award. **NOTE: The offeror shall provide the amounts for each sub-CLIN for Events A and B in their proposal**

**6. SECTION H:** Clause H-17.4 is added to the RFP as follows:

**(NEW CLAUSE)**

**H-17.4 INFORMATION SECURITY (INFOSEC) CERTIFICATION (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT BY INDRA)**

In addition to the NSA COMSEC approval for use, the Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the INDRA MIDS JTRS terminal from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government National INFOSEC verification and testing organization is:

Centro Nacional de Inteligencia (CNI)  
Avenida del Padre Huidobro s/n  
28071 Madrid  
Spain

**7. SECTION H:** Clause H-23.2 is revised in its entirety as follows:

**H-23.2 FIRST ARTICLE APPROVAL (APPLICABLE TO CLIN 3000)**

(a) First Article Approval Criteria. The Government will approve the first articles if all of the following conditions have been satisfied:

- (1) The Contractor has submitted the Airworthiness Certification required by Clause H-15 ("Airworthiness Certification"),
- (2) The Contractor has submitted the EMC Features Approval required by Clause H-16.1 ("Electromagnetic Compatibility (EMC) Features Approval"),
- (3) The Contractor has submitted the COMSEC Approval for Use required by Clause H-17 ("Communications Security (COMSEC) Approval for Use"),
- (4) For Thales terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.2.
- (5) For Marconi terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.3.
- (6) For INDRA terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.4.
- (7) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government.
- (8) The contractor's First Articles submitted to the Government for Government FAQT Testing in accordance with subsection (d) of this clause have successfully passed Government FAQT testing (see subparagraph e below).
- (9) The contractor has successfully demonstrated SCA compliance (Clause H-17.1).

When the contractor has met the conditions above the Government shall notify the contractor in writing of the approval, disapproval or conditional approval of the contractor's First Article and permission to commence deliveries to the Government. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing. As so modified and corrected the approved first article shall serve as the approved product baseline for production. All the formal Product Baseline configuration management requirements for Government oversight shall commence at that time.

(b) Disposition of First Articles After First Article Approval.

1) The Contractor shall deliver for Government acceptance via DD250 all MIDS JTRS first articles. The contractor may use all of these first articles to conduct FAQT. After FAQT, the Contractor shall refurbish and retrofit all first article MIDS-JTRS to a functional state meeting requirements of the contract prior to delivery to the Government.

(c) Contractor Testing of First Articles.

(1) At least 60 calendar days before the beginning of the contractor's first article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(2) The contractor shall not commence any formal contractor FAQT testing without Government approval of the contractor's FAQT test plans and procedures (CDRL JB02 and JB03).

(3) The Contractor shall submit the First Article Qualification Test report in accordance with CDRL JB04.

(d) Government Testing of First Articles.

(1) The Contractor shall submit 2 US Main, 2 Marconi, 2 Thales and 2 INDRA Main MIDS JTRS of the MIDS JTRS terminals under CLIN 3000 to the Government no later than 24 months after the effective date of the delivery order for CLIN 3000 to the following addresses:

For the 2 US, 1 of the 2 Marconi, 1 of the 2 Thales and 1 of the 2 INDRA Terminals:

Commanding Officer  
Attention: COMSEC Custodian  
SPAWAR Systems Center – San Diego  
Code D03531  
49590 Lassing Road  
Bldg. 1, Rm. A206  
San Diego, CA 92152-6121  
COMSEC Account #/UIC

For 1 of the 2 THALES Terminals:

CELAR (for INFOSEC testing)  
35998 Rennes Armees  
France

For 1 of the 2 MARCONI Terminals:

RUD INFOSEC  
Via della Pineta Sacchetti, 216  
00168 Roma  
Italy

For 1 of the 2 INDRA Terminals:

Centro Nacional de Inteligencia (CNI)  
Avenida del Padre Huidobro s/n

28071 Madrid  
Spain

(2) The shipping documentation shall contain this contract number and the Lot/Item Identification. The requirements that the first articles must meet are specified elsewhere in this contract. The Contractor shall not submit first articles for Government testing until after all Contractor first article testing has been completed by the Contractor to determine compliance with said requirements and the first articles have been inspected by the Contract Administration Office.

(3) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, repair of the first article during Government first article testing. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required corrections at no change in the contract price.

(4) The Government reserves the right to conduct any additional testing not exceeding the requirements of this contract if it deems it necessary to ensure that the first articles conform to all requirements of the contract.

(4)(a) Within 60 calendar days after the Government receives the 2 US, 2 Marconi, 2 Thales and 2 INDRA Main MIDS JTRS terminals for Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing. However, for every day that a terminal delivered for Government first article testing is unavailable for that testing due to terminal malfunctions, the Government shall be entitled to an additional day to notify the Contractor in writing of the successful completion or unsuccessful completion of the Government FAQT testing. The notice of successful completion or unsuccessful completion of the Government FAQT testing shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. If the Government does not notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing within sixty calendar days after receipt of the contractors First Articles, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(5) If the Government notifies the contractor of an unsuccessful Government FAQT due to nonconformities discovered during testing, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in subsection (d)(4) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs incurred by the Government.

(e) Requalification Requirements. . The Government reserves the right to require the Contractor to re-qualify his product if: (1) the Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable, or

(2) it is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification.  
Any expenses incurred by the Contractor associated with requalification (including but not limited to regressive testing) shall be borne by the Contractor.

(f) First Article Manufacturing Requirements.

The prime contractor shall produce both the US first articles and the US production quantity at the same facility on the same production line.

The European integrator shall produce first articles using the same facility and assembly line that it intends to use for production.

(3) The first articles shall conform in every respect with the requirements set forth for the production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the tools, materials and methods which will be used to manufacture the equipment to be furnished under CLIN 3001.

(4) Acceptance tests on the first articles shall be conducted on STE and its resident software that is at least 98% complete.

(5) The Government's First Article Approval qualifies the contractor's product baseline design (including manufacturing processes), therefore for a contractor to get final First Article Approval both terminal integrator's, Main and EMF terminal product baseline designs and their manufacturing processes must be approved by the Government.

(6) Once a contractor's or integrator's Main or EMF terminal is qualified by the Government all SRUs contained within those terminals are qualified. Any Main or EMF terminal not specifically qualified by the Government but consisting entirely of SRUs/LRUs used in an already qualified terminal is also qualified by the Government, i.e. if both the US integrator and European integrator's 2-2 transceivers are qualified by the Government then any combination of those two integrators 2-2 transceivers in a deliverable terminal shall be considered qualified.

(g) Termination for Default. If the Contractor fails to deliver any first article report on time or fails to deliver any first article on time the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

**8. SECTION H:** Clause H-23.3 is revised in its entirety as follows:

**H-23.3 FIRST ARTICLE APPROVAL (APPLICABLE TO CLIN 3013)**

(a) First Article Approval Criteria. The Government will approve the first articles if all of the following conditions have been satisfied:

(1) The Contractor has submitted the Airworthiness Certification required by Clause H-15 ("Airworthiness Certification"),

(2) The Contractor has submitted the EMC Features Approval required by Clause H-16.1 ("Electromagnetic Compatibility (EMC) Features Approval"),

(3) The Contractor has submitted the COMSEC Approval for Use required by Clause H-17 ("Communications Security (COMSEC) Approval for Use"),

(4) For Thales terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.2.

(5) For Marconi terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.3.

(6) For INDRA terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.4.

(7) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government.



(8) The contractor's First Articles submitted to the Government for Government FAQT Testing in accordance with subsection (d) of this clause have successfully passed Government FAQT testing (see subparagraph e below).

(9) The contractor has successfully demonstrated SCA compliance (Clause H-17.1).

When the contractor has met the conditions above the Government shall notify the contractor in writing of the approval, disapproval or conditional approval of the contractor's First Article and permission to commence deliveries to the Government. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing. As so modified and corrected the approved first article shall serve as the approved product baseline for production. All the formal Product Baseline configuration management requirements for Government oversight shall commence at that time.

(b) Disposition of First Articles After First Article Approval.

1) The Contractor shall deliver for Government acceptance via DD250 all MIDS JTRS first articles. The contractor may use all of these first articles to conduct FAQT. After FAQT, the Contractor shall refurbish and retrofit all first article MIDS-JTRS to a functional state meeting requirements of the contract prior to delivery to the Government.

(c) Contractor Testing of First Articles.

(1) At least 60 calendar days before the beginning of the contractor's first article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(2) The contractor shall not commence any formal contractor FAQT testing without Government approval of the contractor's FAQT test plans and procedures (CDRL JB02 and JB03).

(3) The Contractor shall submit the First Article Qualification Test report in accordance with CDRL JB04.

(d) Government Testing of First Articles.

(1) The Contractor shall submit 1 US Enhanced Modular Functionality (EMF), 2 Marconi, 2 Thales and 2 INDRA EMF MIDS JTRS of the MIDS JTRS terminals under CLIN 3013 to the Government no later than 24 months after the effective date of the delivery order for CLIN 3013 to the following addresses:

For the 1 US, 1 of the 2 Marconi, 1 of the 2 Thales and 1 of the 2 INDRA Terminals:

Commanding Officer  
Attention: COMSEC Custodian  
SPAWAR Systems Center – San Diego  
Code D03531  
49590 Lassing Road  
Bldg. 1, Rm. A206  
San Diego, CA 92152-6121  
COMSEC Account #/UIC

For 1 of the 2 THALES Terminals:

CELAR (for INFOSEC testing)  
35998 Rennes Armees

France

For 1 of the 2 MARCONI Terminals:

RUD INFOSEC  
Via della Pineta Sacchetti, 216  
00168 Roma  
Italy

For 1 of the 2 INDRA Terminals:

Centro Nacional de Inteligencia (CNI)  
Avenida del Padre Huidobro s/n  
28071 Madrid  
Spain

(2) The shipping documentation shall contain this contract number and the Lot/Item Identification. The requirements that the first articles must meet are specified elsewhere in this contract. The Contractor shall not submit first articles for Government testing until after all Contractor first article testing has been completed by the Contractor to determine compliance with said requirements and the first articles have been inspected by the Contract Administration Office.

(3) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, repair of the first article during Government first article testing. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required corrections at no change in the contract price.

(4) The Government reserves the right to conduct any additional testing not exceeding the requirements of this contract if it deems it necessary to ensure that the first articles conform to all requirements of the contract.

(4)(a) Within 60 calendar days after the Government receives the 1 US, 2 Marconi, 2 Thales and 2 INDRA EMF MIDS JTRS terminals for Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing. However, for every day that a terminal delivered for Government first article testing is unavailable for that testing due to terminal malfunctions, the Government shall be entitled to an additional day to notify the Contractor in writing of the successful completion or unsuccessful completion of the Government FAQT testing. The notice of successful completion or unsuccessful completion of the Government FAQT testing shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. If the Government does not notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing within sixty calendar days after receipt of the contractors First Articles, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(5) If the Government notifies the contractor of an unsuccessful Government FAQT due to nonconformities discovered during testing, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in subsection (d)(4) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs incurred by the Government.

(e) Requalification Requirements. . The Government reserves the right to require the Contractor to re-qualify his product if: (1) the Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable, or

(2) it is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification.

Any expenses incurred by the Contractor associated with requalification (including but not limited to regressive testing) shall be borne by the Contractor.

(f) First Article Manufacturing Requirements.

The prime contractor shall produce both the US first articles and the US production quantity at the same facility on the same production line.

The European integrator shall produce first articles using the same facility and assembly line that it intends to use for production.

(3) The first articles shall conform in every respect with the requirements set forth for the production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the tools, materials and methods which will be used to manufacture the equipment to be furnished under CLIN 3001.

(4) Acceptance tests on the first articles shall be conducted on STE and its resident software that is at least 98% complete.

(5) The Government's First Article Approval qualifies the contractor's product baseline design (including manufacturing processes), therefore for a contractor to get final First Article Approval both terminal integrator's, Main and EMF terminal product baseline designs and their manufacturing processes must be approved by the Government.

(6) Once a contractor's or integrator's Main or EMF terminal is qualified by the Government all SRUs contained within those terminals are qualified. Any Main or EMF terminal not specifically qualified by the Government but consisting entirely of SRUs/LRUs used in an already qualified terminal is also qualified by the Government, i.e. if both the US integrator and European integrator's 2-2 transceivers are qualified by the Government then any combination of those two integrators 2-2 transceivers in a deliverable terminal shall be considered qualified.

(g) Termination for Default. If the Contractor fails to deliver any first article report on time or fails to deliver any first article on time the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

**9. SECTION H:** Clause H-41.1, paragraph (e) is changed in its entirety as follows:

(e) SPAWAR and CELAR are the designated facilities for Government First Article Qualification Test (FAQT) of Thales terminals. SPAWAR and TBD\* are the designated facility for Government FAQT of Marconi terminals. SPAWAR and CNI are the designated facility for Government FAQT of Indra terminals.

\* The Italian test facility will be determined at time of contract award.

**10. SETION H:** Clause H-58 is changed in its entirety as follows:

**(NEW CLAUSE)**

**H-58 REQUIRED SUBCONTRACTING ARRANGEMENTS (APPLICABLE TO MIDS JTRS)**

The MIDS International Program Office requires that the MIDS JTRS design, development, and qualification program be conducted on a collaborative basis by each of the participating nations' designated national contractors. To that end, each of the prime U.S. contractors must subcontract with one or more of the following "Integrator" industries:

- France: Thales Communications ("Integrator")

- Italy: Marconi Selenia Communications (“Integrator”)
- Spain: Indra Sistemas S.A. (“Integrator”)

The prime U.S. contractors must each subcontract with a different European integrator. At a minimum, the role of the European “integrator” will be to assemble and qualify terminals at a European facility for delivery to the European nations.

Additionally, the following European company must be included as a subcontractor under one of the prime U.S. contracts:

- Germany: EADS Deutschland GmbH

**11. SECTION L:** Provision L-23, paragraph L-23-1.2, Notes (3) and (4) are changed in their entirety as follows:

**Note 3:** The prime offerors shall provide two proposal amounts for US quantities under CLIN 3000 as follows:

US: 7 first articles

US: 10 first articles

The prime offeror that subcontracts with Thales shall provide two proposal amounts for the French quantities under CLIN 3000 as follows:

Thales: 4 first articles

Thales: 12 first articles

The prime offeror that subcontracts with Indra shall provide a proposal amount for the Spanish quantities under CLIN 3000 as follows:

Indra: 4 first articles

The prime offeror that subcontracts with Marconi shall provide a proposal amount for the Italian and German quantities under CLIN 3000 as follows:

Marconi: 10 first articles (seven of which are for Italy, three of which are for Germany)

**Note 4:**

The prime offerors shall provide two proposal amounts for US quantities under CLIN 3013 as follows:

US: 3 first articles

US: 5 first articles

The prime offeror that subcontracts with Thales shall provide a proposal amount for the French quantities under CLIN 3013 as follows:

Thales: 1 first article

The prime offeror that subcontracts with Indra shall provide a proposal amount for the Spanish quantities under CLIN 3013 as follows:

Indra: 2 first articles

The prime offeror that subcontracts with Marconi shall provide a proposal amounts for the Italian and German quantities under CLIN 3013 as follows:

Marconi: 3 first articles (all of which are for Italy)

**12. SECTION L:** Provision L-24 is changed in its entirety as follows:

**(NEW CLAUSE)**

**L-24. REQUIRED SUBCONTRACTING ARRANGEMENTS**

The MIDS International Program Office requires that the MIDS JTRS design, development, and qualification program be conducted on a collaborative basis by each of the participating nations' designated national contractors. To that end, the prime U.S. vendor participants responding to this RFP must subcontract with one or more of the following "Integrator" industries to be eligible for award of a contract for this requirement:

- France: Thales Communications ("Integrator")
- Italy: Marconi Selenia Communications ("Integrator")
- Spain: Indra Sistemas S.A. ("Integrator")

The prime U.S. vendors must each select different European integrator(s). At a minimum, the role of the European "integrator" will be to assemble and qualify terminals at a European facility for delivery to the European nations.

Additionally, the following European company must be included as a subcontractor under one of the prime U.S. vendor proposals and resulting contracts:

- Germany: EADS Deutschland GmbH

**13. ATTACHMENT Y:** Attachment Y is changed to incorporate Indra as a European Integrator for Spain. As a result of these changes, Attachment Y is changed from "Revision V" to "Revision W."

In order to maintain a conformed copy of the RFP replacement pages are provided as follows and attached hereto for the changes noted in paragraphs (1) through (13) above.

<u>RFP Page Number</u>	<u>Replace with page # or Version (attached hereto)</u>	<u>Description of Change</u>
B-4 through B-7	B-4 through B-7	See paragraphs 1 and 2 above
E-3 through E-4	E-3 through E-4	See paragraph 3 above
F-5	F-5	See paragraph 4 above
G-4	G-4	See paragraph 5 above
H-12 through H-35	H-12 through H-36	See paragraphs 6 through 10 above
L-13 through L-17	L-13 through L-17	See paragraphs through 12 above
Attachment Y cover page	Attachment Y cover page	See paragraph 13 above
Attachment Y page 1	Attachment Y page 1	See paragraph 13 above
Attachment Y pages 19 & 20	Attachment Y pages 19 & 20	See paragraph 13 above
Attachment Y pages 41 & 44	Attachment Y pages 41 & 44	See paragraph 13 above

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:****Amendment 0012**

Contractor Share Above Target	60%
Government Share Below Target	20%
Contractor Share Below Target	80%
INCENTIVE ON SCHEDULE (See Clause B-5)	NTE \$3,000,000 if all milestone events are met in accordance with Clause B-5
	Negative incentive of \$1,000,000 if all milestone events are late IAW Clause B-5
TOTAL FEE EARNABLE	
Maximum Fee on Cost Incentive	Y% of Target Cost*
Incentive on Schedule	\$3,000,000
Total Fee Earnable	Y% of Target Cost* Plus \$3,000,000

\* The percentages for X, Y, and Z shall be negotiated and included in the delivery order for CLIN 3000.

(f) If the Government does not provide the Computer Software Operating Environment by 4 months after the date of the order for CLIN 3000 in accordance with Clause H-26 and SOW paragraph 3.2.8.b., this CLIN may be ordered. However, the Government reserves the right to order this CLIN anytime after contract award through 6 months thereafter.

(g)

**CLIN 3000:**

The prime contractor that subcontracts with Thales shall provide “Main Terminal Configuration” first article quantities as follows:

Prime Contractor: X first articles \*

Thales: Y first articles \*

The prime contractor that subcontracts with Marconi shall provide “Main Terminal Configuration” first article quantities as follows:

Prime Contractor: X first articles \*

Marconi: 10 first articles

The prime contractor that subcontracts with Indra shall provide “Main Terminal Configuration” first article quantities as follows:

Prime Contractor: X first articles \*

Indra: 4 first articles

**CLIN 3013:**

The prime contractor that subcontracts with Thales shall provide “EMF Terminal Configuration” first article quantities as follows:

Prime Contractor: Z first articles \*

Thales: 1 first articles

The prime contractor that subcontracts with Marconi shall provide “EMF Terminal Configuration” first article quantities as follows:

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:****Amendment 0012**

Prime Contractor: Z first articles \*

Marconi: 3 first articles

The prime contractor that subcontracts with Indra shall provide “EMF Terminal Configuration” first article quantities as follows:

Prime Contractor: Z first articles \*

Indra: 2 first articles

\* The quantities for “X,” “Y,” and “Z” will be completed upon award. See Section L-23 for instructions on quantities that should be proposed for Thales, Marconi and for each prime contractor.

(h) The CPIF arrangement described in this contract will be based on the total Cost Plus Target Fee at the CLIN-level for CLINs 3000 and 3013. The CPFF for CLIN 3005 shall be at the CLIN-level. Invoices for CLINs 3000, 3005, and 3013 shall be submitted at the sub-CLIN-level (i.e., Sub-CLINs 3000AA, 3005AA, and 3013AA for prime contractor invoices and US subcontractor invoices; Sub-CLIN 3000AB, 3005AB, and 3013AB for Thales invoices; Sub-CLIN 3000AC, 3005AC, and 3013AC for Marconi invoices; Sub-CLIN 3000AD, 3005AD, and 3013AD for INDRA invoices; and Sub-CLIN 3000AE, 3005AE, and 3013AE for EADS invoices).

(i) The technical data package may be ordered under CLIN 3007 only in conjunction with any associated technical data rights under CLIN 3004.

(j) The Not-to-Exceed (NTE) amount represents an estimated amount for this subCLIN that will not be exceeded if and when a definitive amount is negotiated for this subCLIN under a separate delivery order.

(k) This not-to-exceed (NTE) amount represents the total NTE estimated cost-plus-fixed-fee for the porting of the following waveforms into the MIDS JTRS terminal: Have Quick, UHF DAMA, EPLRS, WNW.

(l) To Be Determined (TBD) in the “Total Price or Ceiling Amount” indicates that the estimated ceiling cost or price will be negotiated before any delivery order may be issued against these CLINs.

(m) Sub-CLIN 3001AB will only be ordered if and after the Government orders CLIN 3013.

(n) Data items JA0Y and JA0Z may be ordered in support of CLIN 3000 and CLIN 3009. Data items JS0H and JS0J may be ordered in support of CLIN 3000 and CLIN 3012. Data items JA02, JB03, and JB04 may be ordered in support of CLIN 3000 and CLIN 3013.

(o) The following Cost Plus Incentive Fee (CPIF) Arrangement and Schedule Incentive Fees are applicable to CLIN 3013:

TARGET COST	\$ TBD in delivery order
TARGET FEE (X% of Target Cost*)	\$ TBD in delivery order
COST PLUS INCENTIVE FEE	\$ TBD in delivery order

INCENTIVE ON COST	
INCENTIVE ON COST (NTE X% of Target Cost*)	\$ TBD in delivery order
MAXIMUM FEE (NTE Y% of Target Cost*)	\$ TBD in delivery order
MINIMUM FEE (NTE Z% of Target Cost*)	\$ TBD in delivery order
SHARE RATIO:	
Government Share Above Target	40%
Contractor Share Above Target	60%
Government Share Below Target	20%

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:**

Amendment 0012

Contractor Share Below Target 80%

**TOTAL FEE EARNABLE**

Maximum Fee on Cost Incentive Y% of Target Cost\*

\* The percentages for X, Y, and Z shall be negotiated and included in the delivery order for CLIN 3013.

(p) CLIN 3013 will only be ordered if and after the Government orders CLIN 3023.

**CHANGE TO EXISTING CLAUSE****B-3. 5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989) (Applicable to cost-plus-fixed-fee CLINs only)**

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

*[Contracting officer under "Items" insert the item numbers for which incremental funding is provided and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee]*

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
----------------	-----------------------------

\_\_\_\_\_ \*

\_\_\_\_\_ \*

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

*[Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date by which funding expended]*

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
----------------	------------------------	------------------------------

\_\_\_\_\_ \*

\$ \_\_\_\_\_

\_\_\_\_\_ \*

\_\_\_\_\_ \*

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

\* To be completed on individual delivery orders as applicable.

**NEW CLAUSE****B-5. INCENTIVE ON SCHEDULE (Applicable to CLIN 3000)**

The contractor will receive fees in the below amounts if the following delivery events are achieved by the dates specified below. If the contractor does not meet the below delivery schedule for any one of these events, the contractor will not be eligible to receive any fee for that event. Events A, B, and C are independent. Therefore, if the contractor fails to meet one event, it will not preclude its eligibility to earn fee for meeting another event.

<u>Event</u>	<u>Date</u>	<u>Fee Amount</u>
A	4 M ADO	\$ 500K
B	13 M ADO	\$ 1.0M



**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS:****Amendment 0012**

C	24 M ADO	\$ 1.5M
D	24 M ADO	\$ To Be Determined
E	24 M ADO	\$ To Be Determined
F	24 MADO	\$ To Be Determined

**Event Definitions**

**Event A:** A complete allocated baseline is presented to the Government at PDR and delivered to the Government in accordance with CDRLs JA02, JA03, JA06, and JA07. In order for the contractor to be eligible for payment of this event, this complete allocated baseline presented at PDR must subsequently be authenticated by the Government. The Government will authenticate an allocated baseline that meets all of the requirements of the contract. In order to determine whether or not an allocated baseline can be authenticated, the Government will review the ABL submitted by industry for technical accuracy, completeness, format and consistency with the requirements of the contract. If the Government determines that the ABL as submitted meets all contract requirements, the Government will authenticate the ABL, and the contractor will be awarded the Event A incentive fee. However, if the Government determines that the ABL as submitted does not meet all contract requirements, the Government will formally provide comments to the contractor and the contractor will have no more than 30 days to re-submit a corrected and complete ABL to the Government. The Government will review the ABL re-submitted by the contractor. If the Government determines that the re-submitted ABL meets all contract requirements, the Government will authenticate the ABL and the contractor will be awarded the Event A incentive fee. However, if the Government determines that the Allocated Baseline as re-submitted does not meet all requirements of the contract, the contractor will not be awarded the Event A incentive fee. At this point, the contractor will still be required under the contract to correct any deficiencies in the allocated baseline, but it will no longer be eligible for the Event A incentive fee.

**Event B:** Joint approval by all participating MIDS JTRS contractors (i.e., DLS, ViaSat, Thales, Marconi, Indra, EADS) that the product baseline is ready for release to manufacturing. This joint approval shall be in writing and submitted to the Government PCO on or before the date listed above.

**Event C:** All required U.S. test articles are provided to the U.S. Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

**Event D:** All required test articles are provided by Thales to the Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

**Event E:** All required test articles are provided by Marconi to the Government for Government FAQT. In order for the contractor to be eligible for payment of this event, these test articles must subsequently successfully pass Government FAQT.

If the contractor completes Event A later than 8 MADO, \$166,670 will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event B later than 17 MADO, \$333,330 will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event C later than 26 MADO, \$500,000 will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event D later than 26 MADO, \$To be Determined will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event E later than 26 MADO, \$To be Determined will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

If the contractor completes Event F later than 26 MADO, \$To be Determined will be subtracted from the contractor's total incentive fee on cost for CLIN 3000.

NOTE: In no event shall the contractor's total fee under this contract be less than \$0.

*MADO = Months After Date of Order*

**NEW CLAUSE****B-6. 5252.232-9400 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)**

This \_\_\_\_\_\* is incrementally funded and the amount currently available for payment hereunder is limited to \$ \_\_\_\_\_\* inclusive of fee. It is estimated that these funds will cover the cost of performance through \_\_\_\_\_\*. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$ \_\_\_\_\_\* shall arise unless additional funds are made available and are incorporated as modifications to this contract.

## **SECTION E – INSPECTION AND ACCEPTANCE**

**Amendment 0012**

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA San Diego Administrative Contracting Officer  
7675 Dagget Street, Suite 200  
San Diego, CA 92111-2241  
(858) 495-7498

(d) PLACE OF INSPECTION/ACCEPTANCE:

Thales Communications France  
Point of Contact: \*

\* To be completed upon award

### **(NEW CLAUSE)**

#### **E-3.2 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLINS 3000 AND 3013 FOR MARCONI-DELIVERED TERMINALS)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA San Diego Administrative Contracting Officer  
7675 Dagget Street, Suite 200  
San Diego, CA 92111-2241  
(858) 495-7498

(d) PLACE OF INSPECTION/ACCEPTANCE:

Marconi Selenia Communications Italy  
Point of Contact: \*

\* To be completed upon award

### **(NEW CLAUSE)**

#### **E-3.3 INSPECTION AND ACCEPTANCE - ORIGIN (APPLICABLE TO CLINS 3000 AND 3013 FOR INDRA-DELIVERED TERMINALS)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions which can be performed.

(c) GOVERNMENT REPRESENTATIVE:

DCMA Twin Cities Administrative Contracting Officer  
1231 Parkplace North East  
Cedar Rapids, Iowa 52402-2023  
(319) 378-2026

(d) PLACE OF INSPECTION/ACCEPTANCE:

Indra Sistemas SPAIN  
Point of Contact: \*

\* To be completed upon award

**(CHANGE TO EXISTING CLAUSE) (Applicability)**

**E-4 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 89) (SPAWAR 5252.246-9203) (APPLICABLE TO CLINS 0002, 0004, 0011, 0013, 0017, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0706, 0801, 0901, 0904, 1001, 1101, 1201, 2700, 2801, 2901, 3002, 3007, 3017, 3018, 3019, 3020, 3021, 3022, and 3024)**

Data items submitted shall be the responsibility of the initial addressee under Block 14 of DD-1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD-1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD-1423 at such time as each data submission submitted has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD-1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD-1423, acceptance shall be the responsibility of the initial addressee.

Addressees other than the initial addressee, shall be considered informational.

**(CHANGE TO EXISTING CLAUSE )**

**E-5 INSPECTION AND ACCEPTANCE—DESTINATION (Applicable to CLINs 0002, 0004, 0011, 0013, 0017, 0901, 0904, 1001, 0152, 0252, 0352, 0452, 0552, 0652, 0701, 0706, 0801, 1101, 1201, 2700-2701, 2800-2801, 2900-2091, 3002, 3007, 3017, 3018, 3019, 3020, 3021, 3022, and 3024)**

Inspection and acceptance of CDRLs will be at destination in accordance with the CDRL General Instructions of the Contract (Exhibit A) and specific instructions contained in the CDRLs.

**SECTION F – CONTRACT ADMINISTRATION DATA****Amendment 0012**

3013	IAW D.O.	1 LOT	IAW D.O.
3014	IAW D.O.	1 LOT	IAW D.O.
3016	IAW D.O.	1 LOT	IAW D.O.
3017	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3018	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3019	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3020	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3021	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3022	IAW CDRL	1 LOT	IAW CDRL, Exhibit J
3023	IAW D.O.	1 LOT	IAW D.O.
3024	IAW CDRL	1 LOT	IAW CDRL, Exhibit J

\* The detailed delivery schedule and intended destination is as follows:

US Terminals (per Prime Contractor)

<u>Qty</u>	<u>MADO</u>	<u>Note</u>
2	26 MADO	
2	27 MADO	
3	28 MADO	
3	29 MADO	See Clause L-23-1.2. These three terminals for the US may or may not be included in the modification that incorporates CLIN 3000.

Thales-Delivered European Terminals (12)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 France	
2	27 MADO	2 France	
3	28 MADO	3 France	See Clause L-23-1.2. These three terminals for France may or may not be included in the modification that incorporates CLIN 3000.
4	29 MADO	4 France	See Clause L-23-1.2. These four terminals for France may or may not be included in the modification that incorporates CLIN 3000.
1	30 MADO	1 France	See Clause L-23-1.2. This terminal for France may or may not be included in the modification that incorporates CLIN 3000.

Marconi-Delivered European Terminals (10)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 Italy	
2	27 MADO	2 Germany	
3	28 MADO	2 Italy / 1 Germany	
3	29 MADO	3 Italy	

Indra-Delivered European Terminals (4)

<u>Qty</u>	<u>MADO</u>	<u>Destination</u>	<u>Note</u>
2	26 MADO	2 Spain	
2	27 MADO	2 Spain	

\*\* All deliveries shall be completed NLT 23 months after delivery order award. These terminals shall be delivered at a rate of 5 terminals per month.

**(NEW CLAUSE)****G-9 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)**

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

**(NEW CLAUSE)****G-10 INVOICING INSTRUCTIONS FOR SCHEDULE INCENTIVE FEE (Applicable to CLIN 3000)**

As applicable, invoices for the schedule incentive fees defined in Clause B-5 will be submitted by Sub-CLIN in the following amounts for Events A, B, C, and D:

<u>Event</u>	<u>CLIN</u>	<u>Amount</u>
A	3000AA	*
A	3000AB	*
A	3000AC	*
A	3000AD	*
A	3000AE	*
B	3000AA	*
B	3000AB	*
B	3000AC	*
B	3000AD	*
B	3000AE	*
C	3000AA	\$1,500,000
D	3000AB	*
E	3000AC	*
F	3000AD	*

\* To Be Determined at time of contract award. **NOTE: The offeror shall provide the amounts for each sub-CLIN for Events A and B in their proposal**

00168 Roma  
Italy

**(NEW CLAUSE)**

**H-17.4 INFORMATION SECURITY (INFOSEC) CERTIFICATION (APPLICABLE TO ALL MIDS JTRS DELIVERED UNDER THIS CONTRACT BY INDRA)**

In addition to the NSA COMSEC approval for use, the Contractor shall identify and implement the appropriate organizations and procedures necessary to obtain INFOSEC certification of the INDRA MIDS JTRS terminal from SECAN and to maintain the INFOSEC certification through the production and logistic support activities. Government National INFOSEC verification and testing organization is:

Centro Nacional de Inteligencia (CNI)  
Avenida del Padre Huidobro s/n  
28071 Madrid  
Spain

**CHANGE TO EXISTING CLAUSE**

**H-21 RESTRICTED ACCESS TO COMSEC INFORMATION (Applicable to all CLINs except the 3000-series CLINs)**

(a) The Contractor agrees to obtain written approval from the National Security Agency (NSA) through the PCO on behalf of the MIDS IPO/PMW 101 before assigning work or granting access to any foreign national or foreign representative to data related to the following items/subject matter, whether such data is provided by the Government or generated under this Contract in accordance with DD Form 254, Contract Security Classification Specification:

- |                                    |  |
|------------------------------------|--|
| 1. U-TVB CTIC/DS-101 Hybrid;       | 4. Cryptographic Keys; and               |
| 2. AN/CYZ-10 Data Transfer Device; | 5. Related software, interface           |
| 3. AN/KOI-18 Paper Tape Reader;    | specifications, and interface documents. |

(b) For purposes of this clause, a foreign national is anyone who is not a citizen of the United States. A foreign representative is anyone (regardless of nationality) who is acting as an official, agent, or employee of (i) a foreign owned/controlled/influenced firm, corporation, or person or (ii) a foreign government. Nothing in this clause is intended to waive any requirement imposed by any other US Government agency with respect to employment of either foreign nationals or foreign representatives or to export control.

(c) The Contract assumes that the NSA through the PCO on behalf of the MIDS IPO/PMW 101 will grant approval for access of the items/subject matter listed in paragraph (a) of Clause "Restricted Access To COMSEC Information", as defined herein by the clauses H-25 and H-26, to the Contractor.

**NEW CLAUSE****II-21.1 RESTRICTED ACCESS TO COMSEC INFORMATION (Applicable to the 3000-series CLINs only)**

(a) The Contractor agrees to obtain written approval from the National Security Agency (NSA) through the PCO on behalf of the Tactical Links IPO – PMW 101/159 before assigning work or granting access to any foreign national or foreign representative to data related to the following items/subject matter, whether such data is provided by the Government or generated under this Contract in accordance with DD Form 254, Contract Security Classification Specification:

- |   |                                     |
|---|-------------------------------------|
| 1. U-TVB CTIC/DS-101 Hybrid;                          | 19. Cryptographic Keys; and         |
| 2. AN/CYZ-10 Data Transfer Device;                    | 20. E-HVM, MIDS SMP & docs          |
| 3. AN/KOI-18 Paper Tape Reader;                       | 21. UIC, TEO, TOC, FSRs             |
| 4. AN/KOV-21, COMSEC CCA                              | 22. Key Management Infrastructure   |
| 5. Secure DTD 2000 System                             | 23. Simple Key Loader               |
| 6. Electronic Key Management System                   | 24. AN/KOK-22, Key Processor        |
| 7. AN/KOK-13, Key Processor                           | 25. KGV-11 Crypto Unit              |
| 8. KG-40A Crypto Unit                                 | 26. KGV-8A/B/C Crypto Unit          |
| 9. HAIPE, High Assurance Internet Protocol Encryption |                                     |
| 10. KG-84 Crypto Unit                                 | 27. STE & STU-3                     |
| 11. KYK-13, Common Fill Device                        | 28. KOI-18, Paper Tape Reader       |
| 12. Common Tier 3 DTD UAS                             | 29. CUAS, Common User App SW        |
| 13. AIM Crypto Device                                 | 30. Sierra Crypto Device            |
| 14. JCE Crypto Device                                 | 31. PSIAM Crypto Device             |
| 15. PEIP II Crypto Device                             | 32. KIV-21 LLC, Link Level Crypto   |
| 16. MIDS/JTRS COMSEC Test docs                        | 33. Crypto Modernization Initiative |
| 17. JTRS COMSEC Specs                                 | 34. Key Materials                   |
| 18. JTRS Security APIs & SPCIs                        | 35. Suite A & Suite B Algorithms    |

(b) For purposes of this clause, a foreign national is anyone who is not a citizen of the United States. A foreign representative is anyone (regardless of nationality) who is acting as an official, agent, or employee of (i) a foreign owned/controlled/influenced firm, corporation, or person or (ii) a foreign government. Nothing in this clause is intended to waive any requirement imposed by any other US Government agency with respect to employment of either foreign nationals or foreign representatives or to export control.

(c) The Contract assumes that the NSA through the PCO on behalf of the Tactical Links IPO – PMW 101/159 will grant approval for access of the items/subject matter listed in paragraph (a) of Clause "Restricted Access To COMSEC Information", as defined herein by the clauses H-25 and H-26, to the Contractor.

**CHANGE TO EXISTING CLAUSE (to delete Software from the title and Applicability)****H-22. DATA/~~SOFTWARE~~ ACCESSION LIST (Applicable to all CLINs under the**

contract except the 3000-series CLINs)

The Data Accession List (DAL) provides a listing of information generated by the Contractor as required by **Attachment "E"** under CDRL **"E00J."** The Contracting Officer may order copies of any data, documentation or computer software identified in the DAL. If requested, electronic copies of the data shall be made available to the Government on-line via the Contractor's Web site or secure encrypted electronic file transfer within 5 working days from the date of the request. The cost of furnishing such data or software shall be subject to payment pursuant to DFARS 252.227-7027 ("Deferred Ordering of Technical Data or Computer Software") under Section I.

**NEW CLAUSE**

**H-22.1 DATA ACCESSION LIST (Applicable to 3000-series CLINs)**

The Data Accession List (DAL) provides a listing of information generated by the Contractor as required by **Attachment "Y"** under CDRL **"JC0E."** The Contracting Officer may order copies of any data, documentation or computer software identified in the DAL. If requested, electronic copies of the data shall be made available to the Government on-line via the Contractor's Web site or secure encrypted electronic file transfer within 5 working days from the date of the request. The cost of furnishing such data or software shall be subject to payment pursuant to DFARS 252.227-7027 ("Deferred Ordering of Technical Data or Computer Software") under Section I.

**(NEW CLAUSE)**

**H-23.2 FIRST ARTICLE APPROVAL (APPLICABLE TO CLIN 3000)**

(a) First Article Approval Criteria. The Government will approve the first articles if all of the following conditions have been satisfied:

- (1) The Contractor has submitted the Airworthiness Certification required by Clause H-15 ("Airworthiness Certification"),
- (2) The Contractor has submitted the EMC Features Approval required by Clause H-16.1 ("Electromagnetic Compatibility (EMC) Features Approval"),
- (3) The Contractor has submitted the COMSEC Approval for Use required by Clause H-17 ("Communications Security (COMSEC) Approval for Use"),
- (4) For Thales terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.2.
- (5) For Marconi terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.3.
- (6) For INDRA terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.4.



(7) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government.

(8) The contractor's First Articles submitted to the Government for Government FAQT Testing in accordance with subsection (d) of this clause have successfully passed Government FAQT testing (see subparagraph e below).

(9) The contractor has successfully demonstrated SCA compliance (Clause H-17.1).

When the contractor has met the conditions above the Government shall notify the contractor in writing of the approval, disapproval or conditional approval of the contractor's First Article and permission to commence deliveries to the Government. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing. As so modified and corrected the approved first article shall serve as the approved product baseline for production. All the formal Product Baseline configuration management requirements for Government oversight shall commence at that time.

(b) Disposition of First Articles After First Article Approval.

1) The Contractor shall deliver for Government acceptance via DD250 all MIDS JTRS first articles. The contractor may use all of these first articles to conduct FAQT. After FAQT, the Contractor shall refurbish and retrofit all first article MIDS-JTRS to a functional state meeting requirements of the contract prior to delivery to the Government.

(c) Contractor Testing of First Articles.

(1) At least 60 calendar days before the beginning of the contractor's first article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(2) The contractor shall not commence any formal contractor FAQT testing without Government approval of the contractor's FAQT test plans and procedures (CDRL JB02 and JB03).

(3) The Contractor shall submit the First Article Qualification Test report in accordance with CDRL JB04.

(d) Government Testing of First Articles.

(1) The Contractor shall submit 2 US Main, 2 Marconi, 2 Thales and 2 INDRA Main MIDS JTRS of the MIDS JTRS terminals under CLIN 3000 to the Government no later than 24 months after the effective date of the delivery order for CLIN 3000 to the following addresses:

For the 2 US, 1 of the 2 Marconi, 1 of the 2 Thales and 1 of the 2 INDRA Terminals:

Commanding Officer  
Attention: COMSEC Custodian  
SPAWAR Systems Center -- San Diego  
Code D03531  
49590 Lassing Road  
Bldg. 1, Rm. A206  
San Diego, CA 92152-6121  
COMSEC Account #/UIC

For 1 of the 2 THALES Terminals:

CELAR (for INFOSEC testing)  
35998 Rennes Armees  
France

For 1 of the 2 MARCONI Terminals:

RUD INFOSEC  
Via della Pineta Sacchetti, 216  
00168 Roma  
Italy

For 1 of the 2 INDRA Terminals:

Centro Nacional de Inteligencia (CNI)  
Avenida del Padre Huidobro s/n  
28071 Madrid  
Spain

(2) The shipping documentation shall contain this contract number and the Lot/Item Identification. The requirements that the first articles must meet are specified elsewhere in this contract. The Contractor shall not submit first articles for Government testing until after all Contractor first article testing has been completed by the Contractor to determine compliance with said requirements and the first articles have been inspected by the Contract Administration Office.

(3) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, repair of the first article during Government first article testing. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required corrections at no change in the contract price.

(4) The Government reserves the right to conduct any additional testing not exceeding the requirements of this contract if it deems it necessary to ensure that the first articles conform to all requirements of the contract.

(4)(a) Within 60 calendar days after the Government receives the 2 US, 2 Marconi, 2 Thales and 2 INDRA Main MIDS JTRS terminals for Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing. However, for every day that a terminal delivered for Government first article testing is unavailable for that testing due to terminal malfunctions, the Government shall be entitled to an additional day to notify the Contractor in writing of the successful completion or unsuccessful completion of the Government FAQT testing. The notice of successful completion or unsuccessful completion of the Government FAQT testing shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. If the Government does not notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing within sixty calendar days after receipt of the contractors First Articles, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(5) If the Government notifies the contractor of an unsuccessful Government FAQT due to nonconformities discovered during testing, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in subsection (d)(4) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs incurred by the Government.

(c) Requalification Requirements. . The Government reserves the right to require the Contractor to re-qualify his product if: (1) the Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable, or

(2) it is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification.

Any expenses incurred by the Contractor associated with requalification (including but not limited to regressive testing) shall be borne by the Contractor.

(f) First Article Manufacturing Requirements.

The prime contractor shall produce both the US first articles and the US production quantity at the same facility on the same production line.

The European integrator shall produce first articles using the same facility and assembly line that it intends to use for production.

(3) The first articles shall conform in every respect with the requirements set forth for the production equipment and shall be manufactured with tools, materials and methods which are the

same as, or representative of, the tools, materials and methods which will be used to manufacture the equipment to be furnished under CLIN 3001.

(4) Acceptance tests on the first articles shall be conducted on STE and its resident software that is at least 98% complete.

(5) The Government's First Article Approval qualifies the contractor's product baseline design (including manufacturing processes), therefore for a contractor to get final First Article Approval both terminal integrator's, Main and EMF terminal product baseline designs and their manufacturing processes must be approved by the Government.

(6) Once a contractor's or integrator's Main or EMF terminal is qualified by the Government all SRUs contained within those terminals are qualified. Any Main or EMF terminal not specifically qualified by the Government but consisting entirely of SRUs/LRUs used in an already qualified terminal is also qualified by the Government, i.e. if both the US integrator and European integrator's 2-2 transceivers are qualified by the Government then any combination of those two integrators 2-2 transceivers in a deliverable terminal shall be considered qualified.

(g) Termination for Default. If the Contractor fails to deliver any first article report on time or fails to deliver any first article on time the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

**(NEW CLAUSE)**

**H-23.3 FIRST ARTICLE APPROVAL (APPLICABLE TO CLIN 3013)**

(a) First Article Approval Criteria. The Government will approve the first articles if all of the following conditions have been satisfied:

(1) The Contractor has submitted the Airworthiness Certification required by Clause H-15 ("Airworthiness Certification"),

(2) The Contractor has submitted the EMC Features Approval required by Clause H-16.1 ("Electromagnetic Compatibility (EMC) Features Approval"),

(3) The Contractor has submitted the COMSEC Approval for Use required by Clause H-17 ("Communications Security (COMSEC) Approval for Use"),

(4) For Thales terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.2.

(5) For Marconi terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.3.

(6) For INDRA terminals only, the Contractor has submitted the INFOSEC certification required by Clause H-17.4.

(7) The Contractor has successfully completed First Article Qualification Testing and submitted its FAQT Report (CDRL JB04) to the Government.

(8) The contractor's First Articles submitted to the Government for Government FAQT Testing in accordance with subsection (d) of this clause have successfully passed Government FAQT testing (see subparagraph e below).

(9) The contractor has successfully demonstrated SCA compliance (Clause H-17.1).

When the contractor has met the conditions above the Government shall notify the contractor in writing of the approval, disapproval or conditional approval of the contractor's First Article and permission to commence deliveries to the Government. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing. As so modified and corrected the approved first article shall serve as the approved product baseline for production. All the formal Product Baseline configuration management requirements for Government oversight shall commence at that time.

**(b) Disposition of First Articles After First Article Approval.**

1) The Contractor shall deliver for Government acceptance via DD250 all MIDS JTRS first articles. The contractor may use all of these first articles to conduct FAQT. After FAQT, the Contractor shall refurbish and retrofit all first article MIDS-JTRS to a functional state meeting requirements of the contract prior to delivery to the Government.

**(c) Contractor Testing of First Articles.**

(1) At least 60 calendar days before the beginning of the contractor's first article testing, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(2) The contractor shall not commence any formal contractor FAQT testing without Government approval of the contractor's FAQT test plans and procedures (CDRL JB02 and JB03).

(3) The Contractor shall submit the First Article Qualification Test report in accordance with CDRL JB04.

**(d) Government Testing of First Articles.**

(1) The Contractor shall submit 1 US Enhanced Modular Functionality (EMF), 2 Marconi, 2 Thales and 2 INDRA EMF MIDS JTRS of the MIDS JTRS terminals under CLIN 3013 to the Government no later than 24 months after the effective date of the delivery order for CLIN 3013 to the following addresses:

For the 1 US, 1 of the 2 Marconi, 1 of the 2 Thales and 1 of the 2 INDRA Terminals:

Commanding Officer  
Attention: COMSEC Custodian  
SPAWAR Systems Center -- San Diego  
Code D03531  
49590 Lassing Road  
Bldg. 1, Rm. A206  
San Diego, CA 92152-6121  
COMSEC Account #/UIC

For 1 of the 2 THALES Terminals:

CELAR (for INFOSEC testing)  
35998 Rennes Armees  
France

For 1 of the 2 MARCONI Terminals:

RUD INFOSEC  
Via della Pineta Sacchetti, 216  
00168 Roma  
Italy

For 1 of the 2 INDRA Terminals:

Centro Nacional de Inteligencia (CNI)  
Avenida del Padre Huidobro s/n  
28071 Madrid  
Spain

(2) The shipping documentation shall contain this contract number and the Lot/Item Identification. The requirements that the first articles must meet are specified elsewhere in this contract. The Contractor shall not submit first articles for Government testing until after all Contractor first article testing has been completed by the Contractor to determine compliance with said requirements and the first articles have been inspected by the Contract Administration Office.

(3) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, repair of the first article during Government first article testing. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required corrections at no change in the contract price.

(4) The Government reserves the right to conduct any additional testing not exceeding the requirements of this contract if it deems it necessary to ensure that the first articles conform to all requirements of the contract.

(4)(a) Within 60 calendar days after the Government receives the 1 US, 2 Marconi, 2 Thales and 2 INDRA EMF MIDS JTRS terminals for Government FAQT, the Contracting Officer shall notify the Contractor, in writing, of the successful completion or

unsuccessful completion of the Government FAQT testing. However, for every day that a terminal delivered for Government first article testing is unavailable for that testing due to terminal malfunctions, the Government shall be entitled to an additional day to notify the Contractor in writing of the successful completion or unsuccessful completion of the Government FAQT testing. The notice of successful completion or unsuccessful completion of the Government FAQT testing shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. If the Government does not notify the Contractor, in writing, of the successful completion or unsuccessful completion of the Government FAQT testing within sixty calendar days after receipt of the contractors First Articles, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(5) If the Government notifies the contractor of an unsuccessful Government FAQT due to nonconformities discovered during testing, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional test following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in subsection (d)(4) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs incurred by the Government.

(c) Requalification Requirements. . The Government reserves the right to require the Contractor to re-qualify his product if: (1) the Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable, or

(2) it is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification.

Any expenses incurred by the Contractor associated with requalification (including but not limited to regressive testing) shall be borne by the Contractor.

(f) First Article Manufacturing Requirements.

The prime contractor shall produce both the US first articles and the US production quantity at the same facility on the same production line.

The European integrator shall produce first articles using the same facility and assembly line that it intends to use for production.

(3) The first articles shall conform in every respect with the requirements set forth for the production equipment and shall be manufactured with tools, materials and methods which are the same as, or representative of, the tools, materials and methods which will be used to manufacture the equipment to be furnished under CLIN 3001.

(4) Acceptance tests on the first articles shall be conducted on STE and its resident software that is at least 98% complete.

(5) The Government's First Article Approval qualifies the contractor's product baseline design (including manufacturing processes), therefore for a contractor to get final First Article Approval both terminal integrator's, Main and EMF terminal product baseline designs and their manufacturing processes must be approved by the Government.

(6) Once a contractor's or integrator's Main or EMF terminal is qualified by the Government all SRUs contained within those terminals are qualified. Any Main or EMF terminal not specifically qualified by the Government but consisting entirely of SRUs/LRUs used in an already qualified terminal is also qualified by the Government, i.e. if both the US integrator and European integrator's 2-2 transceivers are qualified by the Government then any combination of those two integrators 2-2 transceivers in a deliverable terminal shall be considered qualified.

(g) Termination for Default. If the Contractor fails to deliver any first article report on time or fails to deliver any first article on time the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

**(CHANGE TO EXISTING CLAUSE)**

**H-26. 5252.245-9200 GOVERNMENT FURNISHED MATERIAL (JAN 1989)**

The Government, via Management Control Activity (MCA) Distribution Code N00039, will furnish to the contractor for use in connection with this contract, only the Government Furnished Material set forth below:



**SECTION H- SPECIAL CONTRACT REQUIREMENTS****Amendment 0012**

<b><u>SOURCE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>DATE</u></b>	<b><u>DESTINATION</u></b>	<b><u>NOTES</u></b>
IPO	MIDS CORE Software MIDS TIO Software MIDS ADDSI Software MIDS SIA Software	1 EA 1 EA 1 EA 1 EA	11 MACA. Updated versions provided as required.	Contractor's Plant	See clauses H.21. Version Description Documents will be provided with the software.
IPO	IP Encryption Device	2 EA	6 MACA	Contractor's Plant	See Clause H.21.
NSA	U-TVB CTIC/DS-101 Hybrid	1 per SMP SRU ordered, plus 2 spares for every 100 SMP SRUs ordered.	8 months after effective date of each production order	Contractor's Plant	If less than 100 SMP SRUs are ordered, then an additional 2 spares should be provided.
IPO (JTRS JPO)	SINCGARS/ESIP Waveform (WF) Link 16 WF Have Quick WF UHF DAMA WF EPLRS WF WNW WF	1 EA 1 EA 1 EA 1 EA 1 EA	6 MADO 6 MADO * * * *	Contractor's Plant	Design document and source code will be provided "as is"

\*As applicable, these waveforms will be provided to the contractor upon award of any delivery order(s) for CLIN 3008.

<u>SOURCE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>DATE</u>	<u>DESTINATION</u>	<u>NOTES</u>
IPO (JTRS JPO)	CF Applications (CF) SPCI	1 EA	4 MADO	Contractor's Plant	Design document and source code will be provided "as is"
	Radio Devices (RD) SPCI	1 EA	4 MADO		
	Radio Services (RS) SPCI	1 EA	4 MADO		
	Radio Security Services (RSS) SPCI	1 EA	4 MADO		
	Red Switch Policy SPCI	1 EA	4 MADO		
	Cryptographic Subsystem Applications SPCI	1 EA	4 MADO		
	Software Loader Verifer (SLV) Application SPCI	1 EA	4 MADO		
	JTRS WNW Network Manager (JWNW) SPCI	1 EA	4 MADO		

Only the material listed above in the quantities shown will be furnished by the Government notwithstanding any provisions of the specification(s) to the contrary. Government Furnished Material will be delivered, all transportation charges paid, to the cognizant contract administration office specified herein, in care of the contractor's plant. If the Government determines that such software does not successfully operate on the MIDS EMD LVT, then the clause at FAR 52.245-2 "Government Property (Fixed Price Contracts)" shall apply.

**(NEW CLAUSE)**

**H-26.1 RELEASE OF GOVERNMENT FURNISHED MATERIAL**

If required for performance of work under the contract, the contractor shall release Government Furnished Material identified in H-26 as soon as possible to the European Subcontractors identified in Clause H-58 as long as the contractor has followed the requirements of the International Traffic and Arms Regulations (ITAR).

**UPDATE TO EXISTING CLAUSE**

**H-31.1 WAIVER AND RELEASE FROM CLAIMS RELATED TO THE MIDS JTRS FUNCTIONAL AND ALLOCATED BASELINE**

(a) Delivery Order No. 0020 (DLS), 0033 (Euromids), and D.O. 0027 (ViaSat) issued under this contract required the Contractor to develop the MIDS/JTRS Functional and Allocated Baselines (i.e., CDRL E00K entitled "Program-Unique Specification Documents," and subtitled "Performance Specification System Specification;" CDRL E00L entitled "System/Segment Interface Control Specification, and subtitled "MIDS JTR Platform Interfaces;" CDRL E00M

entitled "Program Unique Specification Documents," and subtitled "Performance Specification Item Specification;" CDRL E00N entitled "Software Requirements Specification (SRS);" CDRL E00P entitled "Interface Requirements Specification (IRS);" and CDRL E00Q entitled "Interface Control Document (ICD)," and subtitled "Configuration Item ICD;" CDRL E00R entitled "Software Development Plan;" and CDRL E00S entitled "Program Unique Specification Documents" and subtitled "Performance Specification Item Specification"). The Government anticipates that it will issue a delivery order under CLIN 3000 of this contract that will require the Contractor to use those CDRLs in performing that/those delivery orders. Accordingly, the Contractor agrees that it, its subcontractors, successors, and assignees shall not be entitled to an equitable adjustment of the price, delivery schedule, or any other provision of this contract for any nonconformity, unsuitability, or defects of any kind contained in CDRLs E00K, E00L, E00M, E00N, E00P, E00Q, E00R and E00S delivered to the Government under delivery order 0020 (DLS), 0033 (Euromids), and D.O. 0027 (ViaSat).

(b) In addition, the Contractor for itself, its subcontractors, its successors, and assignees, hereby remises, releases, and forever discharges the Government, its officers, agents, and employees from any and all entitlement of the Contractor to changes to the price, delivery schedule, or both, for any nonconforming, unsuitable, or defective data of any kind contained in CDRLs E00K, E00L, E00M, E00N, E00P, E00Q, E00R and E00S. This release covers all costs that may be incurred by the Contractor as a result of such alleged defects, errors, omissions, or nonconformities (including but not limited to labor, material, overhead, G&A, profit, interest, and proposal preparation expenses) whether or not such costs are known or unknown or foreseeable or unforeseeable to either or both of the parties as of the effective date of the contract modification that incorporates this clause, without regard to whether such costs were, or are, incurred before or after the date of said events, actions or omissions, or after the effective date of the contract modification that incorporates this clause, and whether or not such costs have been discussed with, or for any reason reserved for future discussion with the Government or made the basis for other assertion of claims. This release by the Contractor includes but is not limited to, any and all delay (direct and cumulative) and the costs thereof, all costs of dislocations, disruptions (local and cumulative), accelerations (direct and cumulative), proposal preparation and efficiencies in performance, and all overhead costs (including but not limited to unabsorbed overhead) regardless of whether any such costs are or were caused directly by, indirectly by, cumulatively by or in consequence of the impact of alleged defects, errors, omissions, or nonconformities in CDRLs E00K, E00L, E00M, E00N, E00P, E00Q, E00R and E00S.

(c) The rights granted to the Government under this clause are in addition to, and do not affect its rights under any other provisions of this contract, including but not limited to, FAR § 52.245-19 (Government Property Furnished "As Is")(APR 1984) and DFARS § 252.2246-7001 (Warranty of Data)(DEC 1991).

**UPDATE TO EXISTING CLAUSE (Applicability)**

**H-38. DELIVERY ORDER LIMITATIONS OF COST/FUNDS (APPLICABLE TO CLINs 0900-0902, 1102, 1202, 3000, 3005, 3006, 3008, 3010, 3011, 3013, 3014, 3015, and 3016)**

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work

performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

**NEW CLAUSE (Applicability))**

**H-41.1 ACCESS TO GOVERNMENT TEST FACILITIES (Applicable to 3000-series CLINs)**

(a) Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN-SD) Systems Integration Facility (SIF) is the designated facility for US Government First Article Qualification Test (FAQT).

(b) Prior to completion of contractor FAQT, the Government will permit two periods in the SIF for each manufacturer to support verifications that manufacturers may want to conduct in the SIF. Each of the optional test periods shall not exceed a total of 40 SIF operating hours. SIF operating hours are defined as any time the SIF test bed is in use, including remote access.

(c) Written objectives and scheduling requests for the use of the SIF shall be submitted to the SIF Test Director at least two weeks in advance of proposed activities. Contact 1-619-553-4986 (Mr. Dave Roth) or send requests to [ctbsched@spawar.navy.mil](mailto:ctbsched@spawar.navy.mil).

(d) All visitors to SPAWARSYSCEN are required to submit visit requests. Degree of access required is NATO Secret. Request for after-hours-access is also recommended. Information for visitor requests is available at the following website: <http://www.spawar.navy.mil/sandiego>

(e) SPAWAR and CELAR are the designated facilities for Government First Article Qualification Test (FAQT) of Thales terminals. SPAWAR and TBD\* are the designated facility for Government FAQT of Marconi terminals. SPAWAR and CNL are the designated facility for Government FAQT of Indra terminals.

\* The Italian test facility will be determined at time of contract award.

(f) Prior to completion of contractor FAQT, the Government will permit two periods in the CELAR for each manufacturer to support verifications that manufacturers may want to conduct in the CELAR. Each of the optional test periods shall not exceed a total of 40 CELAR operating hours. CELAR operating hours are defined as any time the CELAR test bed is in use, including remote access.

(g) Written objectives and scheduling requests for the use of the CELAR shall be submitted to the CELAR Test Director at least two weeks in advance of proposed activities. Contact XXX or send request to CELAR at;

Anne Marie Pinel  
Telephone: 33-29-94-29188

(h) All visitors to CELAR are required to submit visit requests. Degree of access required is NATO Secret. Request for after-hours-access is also recommended.

**(CHANGE TO EXISTING CLAUSE (Applicability))**

**H-44 ASSOCIATE CONTRACTOR AGREEMENT (ACA) (Applicable to all CLINs except the 3000-series CLINs)**

The offeror shall enter into an associate contractor agreement with \_\_\_\_\_ (fill in for each), a MIDS LVT ((1)& (2)) U.S. Production contractor. The offeror shall ensure that the ACA remains in effect through the period of performance of this contract, which will include the periods of performance for any and all options exercised. Although the Government will attempt to facilitate the exchange of information, the Contractors shall be solely responsible for obtaining and providing all information necessary to successfully perform the requirements of the contract. This ACA shall at a minimum but not limited to, include the following requirements:

- Vendor to Vendor interchangeability as defined in Section C-2
- Joint Interchangeability Plan
- Statement of Work (SOW) for First Article Qualifications as defined in Paragraph 3.4.
- Statement of Work for Production as defined in Paragraph 3.11. and 3.9
- Statement of Work for Non-Recurring Engineering as defined in paragraph 3.1.2
- Statement of Work for Configuration and Data Management as defined in Paragraphs 3.1, 3.2.3.6 and 3.2.3.7.
- MIDS Configuration and Data Management Integrated Process/Product Team (IPPT) functions
- MIDS Configuration and Data Management Interface Control Working Group (ICWG) functions

The ACA shall be executed and delivered to the Procurement Contracting Officer (PCO) within 30 calendar days after award of the letter contract. Any subsequent modifications to the ACA shall be submitted to the PCO within 30 calendar after execution. Execution of this requirement shall be considered a "material requirement" of the contract within the meaning of FAR Clause 52.232-16, "Progress Payment" incorporated by reference under Section I of this contract. In the event that a copy of the ACA is not provided to the PCO within 30 calendar days after award of this letter contract the PCO shall reduce or suspend progress payments for both Contractors as a result of the offeror's failure to comply with this material requirement.

**(NEW CLAUSE)**

**H-44.1 ASSOCIATE CONTRACTOR CLAUSE FOR MIDS-JTRS ACTIVITIES**

**(Applicable to the 3000-series CLINs)**

The MIDS JTRS prime contractors (DLS, ViaSat) shall enter into an associate contractor agreement which shall include as signatories the following European contractors: Thales, Indra, Marconi and EADS. The contractor shall ensure that the ACA remains in effect through the period of performance of the MIDS-JTRS delivery order(s). Although the Government will attempt to facilitate the exchange of information, the contractor shall be solely responsible for obtaining and providing all information necessary to successfully perform the requirements of the contract. The ACA shall at a minimum include the following requirements:

- Multi-Vendor to Vendor interchangeability as defined in Section C-2.1 and in the MIDS-JTRS Phase 2B delivery order Statement of Work.
- Development, design and configuration management of the MIDS-JTRS as defined in the MIDS-JTRS Phase 2B delivery order, including the submittal of joint CDRLs when required.
- Participation, as required in the MIDS-JTRS Phase 2B delivery order, in the Technical Working Group (TWG), Problem Review Board (PRB) and Interface Control Working Group (ICWG).

The ACA shall be executed and delivered to the Procurement Contracting Officer (PCO) within 60 calendar days after award of the MIDS-JTRS Phase 2B delivery order. Any subsequent modifications to the ACA shall be submitted to the PCO within 30 calendar days after execution.

**(NEW CLAUSE)**

**H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT OR TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS (MAR 2000)**

**(a) Office Equipment**

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage

machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

**(b) Overtime**

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

**(c) Overtime/Holiday Rate**

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

**(d) Expendable Material**

Expendable materials, such as clerical supplies and materials which are considered to be a normal cost of doing business, are considered to be overhead expenses and must be included in hourly labor rates shown in Section B and payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause. They shall not be billed as a separate material cost.

**(f) Other Material**

Material, other than expendable material, shall be furnished pursuant to specific authorization in a task/delivery order issued under this contract. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material handling costs, if any, are specified in Section B of this contract. Material handling charge shall be shown in Section B only if the contractor's accounting system segregates that particular cost.

**(NEW CLAUSE)****H-354 PROCEDURES FOR ISSUING ORDERS (DEC 1999) (Applicable to 3000-series CLINs)**

(a) *Ordering.* This is an indefinite quantity/indefinite delivery contract for the design, development, qualification, fabrication, assembly, acceptance testing, and delivery of MIDS JTRS. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, a delivery/task order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery/task orders on DD Form 1155. Orders shall be placed by the Contracting Officer or his/her representative. Delivery/task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures.*

(1) Delivery/task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Specification), if applicable
- (g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (h) Exact place of pickup and delivery
- (i) The inspecting and accepting codes (as applicable)
- (j) Period of time in which the services are to be performed
- (k) For each applicable labor category, estimated number of labor hours required to perform the order
- (l) The estimated cost plus fixed fee or ceiling price for the order
- (m) List of Government-furnished material and the estimated value thereof, if applicable
- (n) Delivery date



(c) *Modification of Delivery/Task Orders.* Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery/Task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery/task order within one working day after receipt thereof.

(d) The cost plus fixed fee or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders.* Delivery/Task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

**NEW CLAUSE****H-53. 5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)**

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

**NEW CLAUSE****H-54. 5252.227-9402 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)**

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United

States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

#### **NEW CLAUSE**

#### **H-55. WAIVER AND RELEASE OF DEFECTIVE TECHNICAL DATA PACKAGE CLAIMS**

(a) CLIN 3002 requires the Contractor to deliver to the Government various items of technical data and computer software listed in Exhibit "J" to this contract. The Government intends to use that technical data and computer software for follow-on acquisitions for MIDS JTRS and MIDS JTRS RPS Adapter LRUs. Accordingly, if the Contractor is awarded a follow-on contract for MIDS JTRS or MIDS JTRS RPS Adapter LRUs, the Contractor agrees that it shall not submit any claim or request for equitable adjustment of the price, delivery schedule, or both, under any such follow-on contract based upon any alleged defects, errors, omissions, or nonconformities in CDRLs JC0G.

(b) Except as otherwise stated in paragraph (a) above, the Contractor for itself, its successors, and assignees, hereby remises, releases, and forever discharges the Government, its officers, agents, and employees from any and all entitlement of the Contractor to changes to the price, delivery schedule, or both, of any follow-on acquisitions for MIDS JTRS arising out of or relating to any alleged defects, errors, omissions, or nonconformities in CDRLs JC0G delivered under this contract. This release covers all costs that may be incurred by the Contractor as a result of such alleged defects, errors, omissions, or nonconformities (including but not limited to labor, material, overhead, G&A, profit, interest, and proposal preparation expenses) whether or not such costs are known or unknown or foreseeable or unforeseeable to either or both of the parties as of the effective date of this contract modification, without regard to whether such costs were, or are, incurred before or after the date of said events, actions or omissions, or after the effective date of this contract modification, and whether or not such costs have been discussed

with, or for any reason reserved for future discussion with the Government or made the basis for other assertion of claims. This release by the Contractor includes but is not limited to, any and all delay (direct and cumulative) and the costs thereof, all costs of dislocations, disruptions (local and cumulative), accelerations (direct and cumulative), proposal preparation and efficiencies in performance, and all overhead costs (including but not limited to unabsorbed overhead) regardless of whether any such costs are or were caused directly by, indirectly by, cumulatively by or in consequence of the impact of alleged defects, errors, omissions, or nonconformities in CDRL JC0G.

(c) The rights granted to the Government under this clause are in addition to, and do not affects its rights under any other provisions of this contract, including but not limited to, FAR § 52.245-19 (Government Property Furnished "As Is")(APR 1984) and DFARS § 252.2246-7001 (Warranty of Data)(DEC 1991).

**(NEW CLAUSE)**

**H-56. CONTRACTOR VERIFICATION OF APPROVAL OF COMMON PRODUCT BASELINE FOR RELEASE TO MANUFACTURING**

The contractor shall certify in writing to the Government that it has approved the common Product Baseline suitable for release to its manufacturing organization. This certification shall be provided to the Government when the last of the Product Baseline is approved for release to manufacturing (in the event that the release is done in a progressive manner). This certification shall document to the Government that the contractor has, in conjunction with all other participating contractors, released a Product Baseline to its manufacturing group that it agrees is complete and at an acceptable level of detail to initiate production. This certification shall be signed by DLS, ViaSat, Indra, Thales, Marconi and EADS and shall be included as part of the CDR exit criteria.

**(NEW CLAUSE)**

**H-57. LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (NOV 2003)**

*(a) Definition.*

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

**(NEW CLAUSE)**

**H-58 REQUIRED SUBCONTRACTING ARRANGEMENTS (APPLICABLE TO MIDS JTRS)**

The MIDS International Program Office requires that the MIDS JTRS design, development, and qualification program be conducted on a collaborative basis by each of the participating nations' designated national contractors. To that end, each of the prime U.S. contractors must subcontract with one or more of the following "Integrator" industries:

- France:           Thales Communications ("Integrator")
- Italy:             Marconi Selenia Communications ("Integrator")
- Spain:            Indra Sistemas S.A. ("Integrator")

The prime U.S. contractors must each subcontract with a different European integrator. At a minimum, the role of the European "integrator" will be to assemble and qualify terminals at a European facility for delivery to the European nations.

Additionally, the following European company must be included as a subcontractor under one of the prime U.S. contracts:

- Germany:        EADS Deutschland GmbH

**(NEW CLAUSE)**

**H-59 REFERENCE CURRENCY AND FIXED RATES OF CURRENCY EXCHANGE (APPLICABLE TO MIDS JTRS)**

Throughout the term of this Contract and only for the exclusive purposes of this Contract, a single currency (Reference Currency) and one fixed rate of currency exchange will be used to establish the cost basis of the Program.

The Reference Currency, expressed as equivalent contract dollars (US), generates parity values or reference values for the other participating currency (the European euro) when related to fixed exchange rates (e.g., to establish and maintain contract cost).

The fixed rate of currency exchange between the US Dollar and the European Euro is derived from the daily rate published in *The Wall Street Journal* on the date that the Request For Proposal (RFP) was issued, i.e., 26 November 2003:

$$0.8485\text{€} = \$1.00 \text{ (US)}$$

**(NEW CLAUSE)**

**H-60 COST ACCOUNTING STANDARDS – MODIFIED COVERAGE (APPLICABLE TO MIDS JTRS)**

Pursuant to FAR 30.201 and 48 CFR Chapter 99 Subpart 9903.201-2(e), foreign concerns which are a party to, or a subcontractor of, this Contract are exempt from all Cost Accounting Standards (CAS) requirements other than 48 CFR Chapter 99 Subpart 9904.401 (Consistency in Estimating, Accumulating, and Reporting Costs) and 48 CFR Chapter 99 Subpart 9904.402 (Consistency in Allocating Costs Incurred for the Same Purpose.)”

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- (c) an estimated unit price amount for sub-CLIN 3001AB (Note 1); definitive firm fixed prices for each CDRL item identified in Table 3 of Section B (CLIN 3004);
- (d) a definitive cost-plus-fixed-fee for CLIN 3005 (Note 2);
- (e) an estimated cost-plus-fixed-fee for CLIN 3006 (Note 5);
- (f) an estimated cost-plus-fixed-fee for CLINs 3008, 3010, 3011, 3014, 3015, and 3016; and an estimated firm fixed price for CLIN 3009 (Note 5);
- (g) a definitive firm fixed price for CLIN 3012;
- (h) a definitive cost-plus-incentive-fee arrangement for CLIN 3013 (Note 4);
- (i) a definitive firm fixed price for CLIN 3023.

**Note 1:** A price for subCLINs 3001AA and 3001AB will be negotiated under individual delivery order(s). The price for sub-CLIN 3001AA shall not exceed the unit price provided by the offeror in response to this RFP (see L23-1.2(b)). The Government estimates that a request for proposal for subCLIN 3001AA will be sent to the offeror on or about the end of February 2005 so that a definitive price may be negotiated. The Government estimates that any award of subCLIN 3001AA will be on or about 30 June 2005. For sub-CLIN 3001AB the offeror should provide an estimated unit price for informational purposes.

**Note 2:** If the Government does not provide the Computer Software Operating environment by 4 months after the date of the order for CLIN 3000 in accordance with Clause H-26 and SOW paragraph 3.2.8.b., CLIN 3005 may be ordered. In pricing this CLIN the contractor should assume that the period of performance for CLIN 3005 may begin any time from the date of award of CLIN 3000 and 6 months thereafter and shall be completed by the start of contractor FAQT.

**Note 3:** The prime offerors shall provide two proposal amounts for US quantities under CLIN 3000 as follows:

US: 7 first articles

US: 10 first articles

The prime offeror that subcontracts with Thales shall provide two proposal amounts for the French quantities under CLIN 3000 as follows:

Thales: 4 first articles

Thales: 12 first articles

The prime offeror that subcontracts with Indra shall provide a proposal amount for the Spanish quantities under CLIN 3000 as follows:

Indra: 4 first articles

The prime offeror that subcontracts with Marconi shall provide a proposal amount for the Italian and German quantities under CLIN 3000 as follows:

Marconi: 10 first articles (seven of which are for Italy, three of which are for Germany)

**Note 4:**

The prime offerors shall provide two proposal amounts for US quantities under CLIN 3013 as follows:

US: 3 first articles

US: 5 first articles

The prime offeror that subcontracts with Thales shall provide a proposal amount for the French quantities under CLIN 3013 as follows:

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Thales: 1 first article

The prime offeror that subcontracts with Indra shall provide a proposal amount for the Spanish quantities under CLIN 3013 as follows:

Indra: 2 first articles

The prime offeror that subcontracts with Marconi shall provide a proposal amounts for the Italian and German quantities under CLIN 3013 as follows:

Marconi: 3 first articles (all of which are for Italy)

**Note 5:** A definitive cost-plus-fixed-fee, firm fixed price, or estimated cost-plus-incentive-fee arrangement will be negotiated under individual delivery orders as applicable for these CLINs. The offeror should provide estimates for informational purposes. Please see Clause F-2 for the period for issuing orders.

Please note that CLINs 3002, 3007, 3017, 3018, 3019, 3020, 3021, 3022, and 3024 are not separately priced. All cost and fee associated with CLIN 3002 and CLIN 3007 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3000. All cost and profit associated with CLIN 3017 shall be included in the firm-fixed-price for CLIN 3001. All cost and profit associated with CLIN 3018 shall be included in the firm-fixed-price for CLIN 3009. All cost and profit associated with CLIN 3019 shall be included in the firm-fixed-price for CLIN 3012. All cost and fee associated with CLIN 3020 shall be included in the cost-plus-incentive-fee arrangement for CLIN 3013. All cost and fee associated with CLIN 3021 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3015. All cost and fee associated with CLIN 3022 shall be included in the cost-plus-fixed-fee arrangement of CLIN 3016. All cost and profit associated with CLIN 3024 shall be included in the firm fixed price for CLIN 3023.

#### **L23-1.3 Proposed Cost**

##### **L-23.1.3.1 CWBS (CLINs 3000, 3005, 3012, 3013, and 3023)**

SPREADSHEET FORMAT A: The Offeror shall provide a breakdown of cost for Contract Line Item Numbers (CLINs) 3000, 3005, 3012, 3013, and 3023 by cost element (see L-23.1.3.3, Cost Elements, below) in accordance with a Contract Work Breakdown Structure (CWBS) that is common among the participating MIDS JTRS Phase 2B vendors. The format for this spreadsheet shall be in accordance with Template A, Total Cost by CWBS and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing.

The Offeror shall work with the other MIDS JTRS Phase 2B vendor(s) to define a common CWBS. An example CWBS that may be used as a starting point for this discussion between the MIDS JTRS Phase 2B vendors is at the end of this Section L. At a minimum, the Government would like the final, common CWBS to include the elements contained in the provided example CWBS. The offeror, in conjunction with the other MIDS JTRS Phase 2B vendor(s), may make changes to the structure of this CWBS example or make additions to this CWBS example as needed to meet an essential requirement of the RFP or to enhance the effectiveness of the Contract CWBS in satisfying program objectives. Contractors are expected to extend the CWBS to the appropriate level - the level that satisfies the critical visibility requirements and does not overburden the management control system. Although there may not be a one-to-one relationship, the relationship of the CWBS elements to the statement of work tasks, the specifications, and the contract line items should be clearly traceable.

##### **L-23.1.3.2 BASES OF ESTIMATE (CLINs 3000, 3005, 3012, 3013, and 3023)**

For each lowest-level WBS element to be performed by the Offeror in accordance with the common CWBS structure defined by the MIDS JTRS Phase 2B vendor(s), the offeror shall provide a basis of estimate that includes, at a minimum, the following information:

Company Name



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CWBS Title  
CWBS Number  
CLIN Number  
Labor Category, including associated Labor Category code, if applicable  
Hours per Labor Category  
Subcontracts  
Travel  
Other Direct Costs  
Duration of Task  
CWBS Task Definition

A complete rationale for each cost element listed above (e through i) and the proposed task duration (j) shall be included in the bases of estimate. If the Offeror proposes any subcontracts within the Offeror's BOE (i.e. if, in the case of a minor subcontractor, a separate cost proposal by CWBS element is not provided by the subcontractor), the Offeror shall name the subcontractor and provide the subcontractor's cost or price and, if appropriate, cost evaluation of that subcontractor's price. Any BOE that lists a subcontractor shall have the proposed subcontractor's proposed cost or price quotation attached. Any travel proposed shall describe the purpose of the trip, the trip destination, the duration of the trip, the number of people travelling, the proposed cost of airfare, the proposed cost of per diem, and the proposed cost of lodging. Any other direct costs proposed shall include a complete description and rationale for those costs. In short, all cost elements described within the BOE shall be fully described and supported by the Offeror in the BOE.

**L-23.1.3.3 COST ELEMENTS (CLINs 3000, 3005, 3012, 3013, and 3023)**

**SPREADSHEET FORMAT B:** The Offeror shall provide a separate spreadsheet for each CLIN that delineates a total breakdown by the following cost elements, as applicable, and for each month of performance. The format for this spreadsheet shall be in accordance with Template B, Total Cost by CLIN and Cost Element, which is at the end of this Section L. The Offeror may tailor this template if certain cost elements are extraneous or missing. A roll-up summary of this spreadsheet shall also be provided at the CLIN Level in accordance with Template C, which is at the end of this Section L. Again, the Offeror may tailor this template if certain cost elements are extraneous or missing.

(1) Direct Materials – Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount (e.g., engineering estimate, vendor quotation, catalog item). Provide a detailed Bill of Material (BOM) showing piece parts, quantities, unit prices and extended prices by WBS. Also provide a summary BOM in descending extended price order. The format for this information is provided below.

WBS#	WBS Element	Unit of Measure	Vendor	Basis of Price	Sole Source/Comp	Qty/Unit	Unit Price	Total Qty	Total Recurring	Total Non-Recurring	Total Extended Cost

(2) Material Overhead – If applicable and in accordance with the Offeror's normal accounting procedures, identify the material overhead rate(s) and total material overhead amount being proposed and identify the cost elements to which the material overhead rate is applied.

(2) Direct Labor – Identify the various labor categories required/intended for use under this contract (e.g. Sr. Engineer, Jr. Engineer). Include the labor category code assigned by the Offeror, if applicable, the number of labor hours and total cost for each labor category proposed.

(3) Fringe Benefits – If applicable and in accordance with the Offeror's normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements to which the fringe benefit rate is applied.

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(4) Overhead -- Identify the current and projected overhead rate(s) and total overhead cost being proposed and identify the various cost elements to which overhead is applied.

(5) Other

Direct Cost -- Identify any other direct cost elements being proposed which are not included above but are applicable to your cost volume (e.g., royalties, Special Tooling, Material, Travel, Computer Usage). The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's CAS Disclosure Statement.

Indirect Cost -- Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements and period of validity of any such agreement.

(6) General and Administrative Expense -- Identify the General and Administrative Expense (G&A) rate(s) and the total G&A cost proposed and identify the various cost elements to which the G&A is being applied.

(7) Fee -- Identify the fixed fee rate, total fixed fee, and the cost elements to which the fee is applied.

(8) Facilities Capital Cost of Money (FCCM) -- If the Offeror proposes FCCM, the Offeror shall submit with its proposal a completed DD Form 1861 "Contract Facilities Capital and Cost of Money" with supporting documentation.

**L-23.1.3.4 Offeror Support for Asserting Data and Software Restrictions and Proposed Prices**

If the offeror identifies in its completed Section K clause entitled "Identification and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017) that it will deliver any of the CDRLS listed in Section B, Table 3 with less than Unlimited Rights, the offeror shall fully support: 1) its rationale for asserting the identified restrictions, and 2) its rationale for any price other than "\$0" proposed in Section B, Table 3 Section B. This section should be sufficiently detailed to provide the Government with a complete understanding of the circumstances that led the contractor to assert that other than unlimited rights will be provided to the Government, and that led the contractor to propose any price other than "0". To explain its asserted restrictions and/or proposed prices, the offeror shall describe and disclose amounts of any IR&D funding or other contractor funding invested, or any other factors that support the asserted restrictions and/or proposed prices.

**L-23.1.3.5** In addition to the above requirements, the Offeror may provide other type of cost data or formats that would aid in the evaluation of its proposal.

**NEW CLAUSE**

**L-24. REQUIRED SUBCONTRACTING ARRANGEMENTS**

The MIDS International Program Office requires that the MIDS JTRS design, development, and qualification program be conducted on a collaborative basis by each of the participating nations' designated national contractors. To that end, the prime U.S. vendor participants responding to this RFP must subcontract with one or more of the following "Integrator" industries to be eligible for award of a contract for this requirement:

- France: Thales Communications ("Integrator")
- Italy: Marconi Selenia Communications ("Integrator")
- Spain: Indra Sistemas S.A. ("Integrator")

The prime U.S. vendors must each select different European integrator(s). At a minimum, the role of the European "integrator" will be to assemble and qualify terminals at a European facility for delivery to the European nations.

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Additionally, the following European company must be included as a subcontractor under one of the prime U.S. vendor proposals and resulting contracts:

- Germany: EADS Deutschland GmbH

#### **L-25. CONTENT OF VOLUME III, SECURITY REQUIREMENTS PROPOSAL**

All security requirements and matters concerning security issues shall be addressed in Volume III only. However, all security-related elements of the offeror's cost proposal should be addressed in Volume II, Price/Cost Proposal. This volume shall represent a joint proposal from both of the prime MIDS JTRS offerors (i.e. ViaSat and DLS) and will be reviewed and evaluated only by US personnel. No security issues whatsoever shall be addressed in Volume I, Technical Proposal. The offeror's Volume III Security Proposal should address the following areas:

- (a) Describe how you will manage the unique security aspects of the MIDS JTRS cooperative development program, including COMSEC and TEMPEST;
- (b) Describe your architecture and technical approach for a MIDS-JTRS Crypto Sub-system (CS/S);
- (c) Describe how your CS/S implementation will mitigate schedule risk of a system-level IAD certification path;
- (d) Describe how your CS/S implementation will mitigate the risk of achieving the Crypto Modernization Initiative in accordance with NSA/CSS 3-9 (all six tenets should be addressed);
- (e) Describe how your CS/S approach mitigates the performance, schedule, and cost risk for INFOSEC and IA requirements for MIDS JTRS;
- (f) Explain how your technical approach takes advantage of JTRS crypto development efforts (including AIM and SIERRA) and how these efforts will mitigate cost and schedule risk;
- (g) Explain how your CS/S approach will facilitate the importing and integration of Cluster 1 waveform and non-waveform software; and
- (h) Describe how your technical approach will mitigate the risk of meeting the Government's logistics and ORD requirements.

Volume III shall be submitted to SPAWAR along with the other two volumes of the offeror's proposal. In addition, the offeror shall submit one copy of Volume III to the following address:

Director, National Security Agency  
Code I22 JTRS SPO  
Attention: William Dyson  
9800 Savage Road, Suite 6733  
Ft George Meade, MD 20755-6733

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**STATEMENT OF WORK**

**PHASE 2B DEVELOPMENT**

**MIDS JOINT TACTICAL RADIO SYSTEM**

**25 May 2004**

**Revision W**

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## 1. SCOPE

This Statement of Work (SOW) defines the tasks to be performed, and the hardware and software to be delivered by the contractor in the Development Phase 2B of the Multifunctional Information Distribution System (MIDS) Joint Tactical Radio System (JTRS) cooperative development.

The objective of the MIDS JTRS cooperative development program is to enable the participating contractors to produce equipment that will meet the MIDS JTRS Functional Baseline (FBL) requirements. Since the intent of this contract is to enable two U.S. and three European producers of MIDS JTRS terminals, no limitations will be imposed on the European subcontractors from producing and delivering MIDS JTRS terminals. The resulting MIDS JTRS Terminal, hereafter referred to as the "Terminal", shall be capable of porting and simultaneous operating multiple communications waveforms and shall be compliant with the JTRS Software Communications Architecture (SCA). There shall be two configurations, a "Main" configuration and an "Expanded Modular Function (EMF)" configuration. The "Main" configuration Terminal shall be capable of stand alone operation or operation in conjunction with a "EMF" configuration Terminal. The "EMF" configuration Terminal shall only be capable of being used in conjunction with a "Main" configuration Terminal.

For the purposes of this procurement, the term "contractor" shall encompass the prime U.S. contractor and its European subcontractors and the phrase "other participating contractors" shall mean all other prime contractors together with their subcontractors.

The objective of the Development Phase 2B is to develop, build, and qualify a Terminal that meets all the requirements specified in the FBL consisting of the System Specification (SS) for the MIDS JTRS, the System/Segment Interface Control Specification (S/SICS) for MIDS JTRS, the System Specification for Link 16 Waveform (SSL16W) for MIDS JTRS, and the System Specification for TACAN Waveform (SSTW) for MIDS JTRS; and all other requirements applicable to the Terminal as specified elsewhere in the contract and to develop the capabilities and support programs to a level where the Terminal can be produced and/or delivered by each prime contractor and European integrator(s) and supported by each participating nation. The two Terminal configurations shall be as specified in the SS and the S/SICS.

The contractor, in conjunction with the other participating contractors, shall develop the Terminal. In addition, the contractor shall perform the tasks to achieve First Article Approval. The contractor shall designate a U.S. Terminal integrator and European Terminal integrators. The contractor shall conduct all the activities necessary for First Article Approval of the Terminal configurations resulting from the activities of the designated integrators. A Preliminary Design Review (PDR), a Critical Design Review (CDR), and a Test Readiness Review (TRR) with each contractor shall be conducted. The Technical Data Package (TDP) may also be ordered.

### 3.3 FIRST ARTICLE APPROVAL

**3.3.1 First Article Approval.** First Article Approval shall be achieved through successful completion of contractor FAQT, Government FAQT, and through the attainment of the Telecommunications Security Approval for Use, EMC Features Approval, and Air Worthiness Certification. All requirements for First Article Approval in accordance with Clause H-23.2 must be successfully fulfilled prior to the first terminal delivery.

#### 3.3.1.1 Contractor FAQT.

**3.3.1.1.1 Contractor FAQT Program.** The contractor shall provide the facilities, services, materials, and equipments required to conduct the Terminal Contractor FAQT.

- a. The contractor shall provide all Terminal HWCIs and CSCIs required to conduct the Contractor FAQT.
- b. The contractor shall develop a system level test plan called the System Test Plan. The System Test Plan shall consist of a Verification Cross Reference Matrix (VCRM). This VCRM shall identify the formal qualification verification activities with which each SS, SSL16W, SSTW, and SINCGARS/ESIP requirement will be verified.

**3.3.1.1.2 General Rules for Contractor FAQT.** The following general rules shall apply for all Contractor FAQT activities:

- a. Contractor FAQT shall be performed in accordance with test procedures as required by the CDRL. Test witnessing by Government representatives shall be allowed and shall be at the discretion of the Government. The contractor shall prepare and submit FAQT test procedures. (CDRL JB03, CDRL JB0A, CDRL JB0C)
- b. The single contractor FAQT may consist of tests conducted by each Integrator for the purpose of qualifying both U.S. and European Terminal integrators.
- c. The contractor shall post to the Government Virtual Program Office (VPO) a detailed schedule of Contractor FAQT activities to facilitate Government witnessing. The contractor shall post an updated schedule whenever the scheduled dates of the Contractor FAQT activities change, but no more frequently than once per week. The contractor is not required to delay any scheduled Contractor FAQT activity to accommodate Government witnessing.
- d. The contractor shall prepare and submit test reports of Contractor FAQT activity results. Separate test reports are required for the tests conducted by the U.S. integrator and, if applicable, for the tests conducted by the European integrator(s). (CDRL JB04, CDRL JB0B, CDRL JB0D).

- e. The contractor shall prepare and submit a technical report for all Contractor FAQT verifications performed by inspection, analysis, or demonstration rather than test. Separate technical reports are required for the verifications conducted by the U.S. integrator and, if applicable, for the verifications conducted by the European integrator(s). (CDRL JB05).
- f. The contractor shall record and track any out-of-specification issues uncovered during Contractor FAQT. The contractor shall post these out-of-specification issues to the Government VPO.
- g. The contractor shall keep logs to record all events that have occurred during the conduct of the Contractor FAQT.
- h. The contractor shall maintain configuration control of the test units used during Contractor FAQT.
- i. During Contractor FAQT, the contractor shall provide an informal weekly status of Contractor FAQT progress and completion to the Government.

**3.3.1.1.3 Contractor FAQT Execution.** The contractor shall conduct the Contractor FAQT in accordance with section 4 of the SS, section 4 of the SSL16W, and section 4 of the SSTW and the test requirements in the SINCGARS/ESIP Waveform Development Specification (WDS).

- a. The contractor shall conduct Terminal Contractor FAQT using a waveform configuration consisting of Link-16 and TACAN with SINCGARS/ESIP instantiated on all universal channels for the Main Terminal configuration.
- b. The EMF Terminal waveform configuration shall consist of the SINCGARS/ESIP instantiated on all universal channels. (CLIN 3013)
- c. The contractor shall evaluate all design corrections from all verifications activities and any other design modifications as to the effect on the prior verification of Terminal requirements. The contractor shall present evaluation results to the Government at PMRs. When the Government judges that prior verifications are affected, the contractor shall incorporate design changes in the Terminals to be used for Contractor FAQT and shall conduct reverifications of the affected Terminal requirements.

(CDRL JB03, CDRL JB04)

**3.3.1.1.3.1 MIDS LVT Interchangeability Verification.** The Contractor FAQT shall include Terminal and RT LRU level interchangeability (backward compatibility) with the MIDS LVT in accordance with Clause C2.1. During this interchangeability qualification

The contractor shall prepare and submit acceptance verification test plans, test procedures, and test report. Separate test plans, test procedures, and test reports are required for the acceptance verification conducted by the U.S. integrator and for the acceptance verifications conducted by the European integrator(s). (CDRL JF04, CDRL JF05, CDRL JF06)

**3.7.9.1.1 Link 16 Spectral Characteristics and EMC Features.** The contractor shall plan and conduct elements of the AV on each Terminal delivered to the Government to ensure that the Link 16 spectral characteristics are within specification and the EMC features monitors are working properly. The following test may be performed at the SRU or the LRU acceptance test stations. (CDRL JF07, CDRL JF08, CDRL JF09)

**3.7.9.1.1.1 Output Power.** At nine Radio Frequency (RF) carrier frequencies; 969, 990, 1008, 1053, 1065, 1113, 1146, 1176, and 1206 MHz; the AV shall record the transmitted Link 16 peak forward output power at each antenna port when the Terminal is operated in the highest Link 16 output power mode (200 watts or less) for each antenna selection mode. The AV shall verify that the sum of the Link 16 output powers does not exceed the nominal power level +1 dB.

**3.7.9.1.1.2 Pulse Spectrum.** While the Terminal is operating in each of the Link 16 output power modes, the AV shall record plots of the individual transmitted pulse power spectrum at nine RF carrier frequencies; 969, 990, 1008, 1053, 1065, 1113, 1146, 1176, and 1206 MHz; at each antenna when operating in the single antenna mode. The AV shall measure the Link 16 transmitted spectrum in 300 kHz bandwidth segments. For each RF carrier frequency, the plot shall cover a 50 MHz span centered on the carrier. The AV shall verify that the pulse spectra comply with the spectrum requirements specified in the SS.

**3.7.9.1.1.3 Full Band Spectrum.** While the Terminal is operating in each of the Link 16 output power modes and in communication mode 1, the AV shall record spectrum plots over the following frequency bands at each antenna when operating in the single antenna mode. The AV shall measure the spectrum in 300 kHz bandwidth segments.

- a. 100 MHz span centered on 925 MHz,
- b. 60 MHz span centered on 1030 MHz,
- c. 60 MHz span centered on 1090 MHz,
- d. 100 MHz span centered on 1250 MHz, and
- e. 960 to 1215 MHz.

The AV shall verify the spectra between 920 MHz and 1266 MHz comply with the spectrum requirement specified in the SS.



**3.7.9.2 LRU and SRU Acceptance Verification.** The contractor shall plan and conduct acceptance verification on each LRU and SRU to be delivered to the Government separate from complete Terminals. The contractor shall prepare and submit LRU and SRU acceptance verification test plans, test procedures, and test report. Separate test plans, test procedures, and test reports are required for the LRU and SRU acceptance verification conducted by the U.S. integrator and for the LRU and SRU acceptance verifications conducted by the European integrator(s). (CDRL JF04, CDRL JF05, CDRL JF06)